

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

Dennis Henderson, Sr. : Case No. 20-10699-TPA  
: Chapter 13  
*Debtor* :

**PLAN CONFIRMATION ORDER**

**A** It is hereby **ORDERED** that with the consent of the Debtor(s), the Chapter 13 Plan dated **November 10, 2020** except as modified herein as checked below, is **CONFIRMED** in accord with *11 USC 1325*. On the effective date of this Order, the Chapter 13 Trustee shall pay administrative, secured and priority creditors identified in the Plan. General unsecured creditors will not receive distributions at least until the government bar date has passed and the Chapter 13 Trustee has submitted a *Notice of Intention to Pay Claims* to the Court. Confirmation of this Plan pursuant to this Order is without prejudice to reconsideration following a status conference held by the Chapter 13 Trustee to gauge the progress of Plan implementation which **Status Conference** is scheduled for *N/A remotely by the Trustee via Zoom, how to participate: goto [www.ch13pitt.com](http://www.ch13pitt.com), [meetings@chapter13trusteedpa.com](mailto:meetings@chapter13trusteedpa.com)*, (which may, upon agreement of the Parties, be continued from time to time *provided however* that following the 3rd continuance, the matter shall be set for hearing before the Court), following which time the Plan may be modified to the satisfaction of all Parties after notice and hearing before the Court, or the status conference may be marked closed by the Chapter 13 Trustee.

1. For the remainder of the Plan term, the periodic Plan payment is to be **\$2126** as of **August 2021**. Debtor(s)' counsel shall file a motion to amend the income attachment order within seven (7) days of the date of this Order.
2. The claim of the following creditors shall govern as to amount, classification and rate of interest (or as otherwise noted), unless the Debtor(s) successfully objects to the claim. Claimant: **Bank of NY Mellon Cl#4-2, Bank of New York Mellon Cl#6, Deutsche Bank Cl#5, PNC Bank Cl#11**
3. The Debtor's student loan with **Edfinancial Services, Cl#10** is to be specially classified and paid in the amount of **\$125** per month as long term continuing debt subject to the following payment terms. (a) The proposed monthly payment for specially classified claims in the Plan (which claims are to be treated as long term continuing debt) is to be held on reserve until payments begin to Part 5.1 Unsecured Creditors (which will be no later than the completion of payment of all priority creditors (if any)); (b) At the commencement of distributions to the specially classified and Part 5.1 Unsecured Creditors (collectively the "Unsecured Classes") the amount available for distribution (which includes the full amount reserved for the specially classified claims) shall be pro-rated between the Unsecured Classes (which proration shall be calculated on the total projected amount to be paid to each class during the plan term); and, (c) In the event of a dismissal of the case, the Trustee's balance on hand shall not be refunded to the Debtor but shall, instead, be distributed to the Unsecured Classes consistent with the foregoing proration formula

**B IT IS FURTHER ORDERED THAT THE FOLLOWING DEADLINES ARE ESTABLISHED:**

1. **Objections to the Plan:** This Order is effective as of the date indicated below. Pursuant to *Fed.R.Bankr.P. 2002(b)*, any party in interest with an objection to any provision of this Confirmation Order must file a written objection within the twenty-eight (28) day period following entry of this Order. Failure to timely object shall be deemed a waiver of all objections and an acceptance of the provisions of this confirmed Plan. The Trustee may only disburse funds pursuant to this confirmation order upon expiration of the foregoing twenty-eight (28) day period.

2. **Applications to retain brokers, sales agents, or other professionals.** If the Plan contemplates sales of assets or litigation proceeds as a source of funding, Debtor shall file motion(s) to employ the necessary professionals within thirty (30) days hereof.

**3. Review of Claims Docket and Objections to Claims.** Pursuant to *LBR 3021-1(c)(2)*, the Debtor or Debtor's attorney, if represented, shall review all proofs of claim filed and shall file objections to any disputed claims within ninety (90) days after the claims bar date or, for late filed or amended claims, within ninety (90) days after they are filed and served. Absent an objection, the proof of claim will govern as to the classification and amount of the claim. Objections filed after the ninety (90) days specified herein shall be deemed untimely.

**4. Motions or Complaints Pursuant to §§506, 507, or 522.** All actions to determine the priority, avoidability, or extent of liens, all actions pursuant to *11 U.S.C. §§506, 507 and 522* shall be filed within ninety (90) days after the claims bar date.

**5. Filing Amended Plans.** Within fourteen (14) days after the Bankruptcy Court resolves the priority, avoidability, or extent of a lien, or any objection to claim, the Debtor(s) shall file an amended Plan to provide for the allowed amount of the claim if the allowed amount differs from the amount stated in the Plan. Debtor(s) shall also file an amended Plan within thirty (30) days after the claims bar date(s) in the event that no objection is filed and the claim(s) as filed causes the Plan to be underfunded.

**C IT IS FURTHER ORDERED THAT:**

**1.** Plan terms are subject to the resolution of: timely but yet to be filed claims including government claims; all actions to determine the avoidability, priority or extent of liens, including determination of the allowed amount of secured claims under *11 U.S.C. §506*, disputes over the amount and allowance of claims entitled to priority under *11 U.S.C. §507*, and all objections to claims.

**2.** Following payment of allowed secured and priority claims the allowed claims of general unsecured creditors shall be paid from available funds on a pro rata basis, which may represent an increase or decrease in the amount projected in the Plan.

**3.** After the claims objection deadline, the Plan shall be deemed amended to conform to the claims filed or otherwise allowed. If the Plan expressly modified the terms of payment to any creditor pursuant to *11 U.S.C. §1322(b)(2)*, nothing in this Order shall be construed to change the payment terms established in the Plan.

**4.** Any creditor who files or amends a proof of claim shall serve a copy on the Debtor(s) or counsel for the Debtor(s).

**5.** Any creditor whose payment changes due to variable interest rates, change in escrow, or change in monthly payments, shall notify the Trustee, Debtor(s)' Counsel and Debtor(s) at least twenty-one (21) days prior to the change taking effect.

**6.** Debtor(s) shall file an Amended Schedule I in the event of:

(a) Household income increases, because of new employment, promotion, or otherwise, since any increase in disposable income shall qualify for modification under §1329 retroactive to the date of the increase.

(b) A reduction in payroll withholding (including any Domestic Support Obligation and retirement loan(s) repayments), or any increase of 10% in household income. Any indicated increase in disposable income (and the fund created for the benefit of general Unsecured Creditors) is retroactive to the date of the payoff of the obligation or increase in household income.

(c) Household income increases by 1% or more over most the recently filed Schedule I. Any indicated increase in disposable income (and the fund created for the benefit of general Unsecured Creditors) is retroactive to the date of the increase in household income.

**7.** Debtor(s) shall provide Trustee annual tax returns and statements of income and expenses, in accordance with Section 521(f) and (g), and shall file an amended plan reflecting any increase in disposable income retroactive to date of increase.

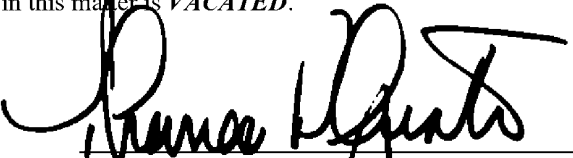
8. Debtor's counsel must file a fee application in accordance with *W.P.A.LBR 2016-1* before attorney fees in excess of the "no look" provision (including retainer) will be allowed or paid.

9. The Trustee shall file a *Certificate of Default and Request for Dismissal* of the case in the event of a material Plan default. If the default involves failure to make a plan payment the case will result in dismissal without further hearing upon filing and service of an *Affidavit of Default* by the Trustee. The Trustee is not precluded from raising preconfirmation defaults in any subsequent motion to dismiss.

10. In the event that any order is entered in this case granting relief from the automatic stay to a secured creditor, then the Trustee shall make no further disbursements to any creditor on account of any secured claim that is secured by the subject property, unless directed otherwise by further Order of Court.

11. Any prior Confirmation Order entered in this matter is *VACATED*.

Dated: July 27, 2021  
(Effective Date)

  
\_\_\_\_\_  
Thomas P. Agresti  
United States Bankruptcy Judge **ljm**

cc: All Parties in interest to be served by Clerk in seven (7) days

In re:  
Dennis I. Henderson, Sr.  
Debtor

Case No. 20-10699-TPA  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0315-1

User: nsha

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Date Rcvd: Jul 27, 2021

Form ID: pdf900

Total Noticed: 26

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 29, 2021:

Recip ID	Recipient Name and Address
db	+ Dennis I. Henderson, Sr., 532 East 25th Street, Erie, PA 16503-2062
cr	+ The Bank of New York Mellon, Robertson, Anschutz, Schneid & Crane LLC, 10700 Abbotts Bridge Road, Suite 170, Duluth, GA 30097-8461
15299400	+ Caliber Home Loans, 715 S Metropolitan Ave, Oklahoma City, OK 73108-2054
15299404	+ EdFinancial Services, 120 N Seven Oaks Drive, Knoxville, TN 37922-2359
15299406	+ EdFinancial Services, Attn: Bankruptcy, Po Box 36008, Knoxville, TN 37930-6008
15322570	+ Edfinancial on behalf of US Dept. of Education, 120 N. Seven Oaks Dr., Knoxville, TN 37922-2359
15299412	+ Shellpoint Mortgage Servicing, 55 Beattie Place, Greenville, SC 29601-2165
15299413	+ Shellpoint Mortgage Servicing, Attn: Bankruptcy, Po Box 10826, Greenville, SC 29603-0826
15312369	The Bank of New York Mellon Trustee (See 410), c/o NewRez LLC d/b/a Shellpoint Mortgage, PO Box 10826, Greenville, South Carolina 29603-0826

TOTAL: 9

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Jul 27 2021 23:24:21	Verizon by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
15299401	+ Email/Text: ECMBKMail@Caliberhomeloans.com	Jul 27 2021 23:15:00	Caliber Home Loans, Attn: Cash Operations, Po Box 24330, Oklahoma City, OK 73124-0330
15299402	+ Email/Text: BKBCNMAIL@carringtonms.com	Jul 27 2021 23:15:00	Carrington Mortgage Services, 15 Enterprise St, Aliso Viejo, CA 92656-2653
15299403	+ Email/Text: BKBCNMAIL@carringtonms.com	Jul 27 2021 23:15:00	Carrington Mortgage Services, Attn: Bankruptcy, Po Box 3730, Anaheim, CA 92803-3730
15310702	+ Email/Text: BKBCNMAIL@carringtonms.com	Jul 27 2021 23:15:00	Carrington Mortgage Services, LLC, 1600 South Douglass Road, Anaheim, CA 92806-5951
15301393	Email/PDF: resurgentbknofications@resurgent.com	Jul 27 2021 23:13:43	LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
15301248	Email/PDF: resurgentbknofications@resurgent.com	Jul 27 2021 23:13:43	LVNV Funding, LLC c/o Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
15322602	Email/Text: Bankruptcy.Notices@pnc.com	Jul 27 2021 23:15:00	PNC Bank, National Association, Attn: Bankruptcy Dept., 3232 Newmark Drive, Miamisburg, OH 45342
15299409	Email/Text: Bankruptcy.Notices@pnc.com	Jul 27 2021 23:15:00	Pnc Mortgage, Attn: Bankruptcy, Po Box 8819, Dayton, OH 45401
15299408	Email/Text: Bankruptcy.Notices@pnc.com	Jul 27 2021 23:15:00	Pnc Mortgage, Po Box 8703, Dayton, OH 45401
15299410	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Jul 27 2021 23:13:43	Portfolio Recovery, 120 Corporate Blvd Ste 100, Norfolk, VA 23502
15299411	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Jul 27 2021 23:13:30	Portfolio Recovery, Attn: Bankruptcy, 120 Corporate Blvd, Norfolk, VA 23502

District/off: 0315-1

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15319953	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Jul 27 2021 23:13:43	Portfolio Recovery Associates, LLC, POB 12914, Norfolk VA 23541
15306857	+ Email/Text: ECMBKMail@Caliberhomeloans.com	Jul 27 2021 23:15:00	The Bank of New York Mellon, C/O Caliber Home Loans, 13801 Wireless Way, Oklahoma City, OK 73134-2500
15299415	+ Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jul 27 2021 23:15:00	Verizon, Verizon Wireless Bk Admin, 500 Technology Dr Ste 550, Weldon Springs, MO 63304-2225
15299414	+ Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jul 27 2021 23:15:00	Verizon, 500 Technology Dr, Weldon Spring, MO 63304-2225
15320602	Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Jul 27 2021 23:24:13	Verizon, by American InfoSource as agent, PO Box 4457, Houston, TX 77210-4457

TOTAL: 17

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Deutsche Bank National Trust Company, as Indenture
cr		PNC BANK, NATIONAL ASSOCIATION
15299405	*+	EdFinancial Services, 120 N Seven Oaks Drive, Knoxville, TN 37922-2359
15299407	*+	EdFinancial Services, Attn: Bankruptcy, Po Box 36008, Knoxville, TN 37930-6008

TOTAL: 2 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 29, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 27, 2021 at the address(es) listed below:

Name	Email Address
Brian Nicholas	on behalf of Creditor Deutsche Bank National Trust Company as Indenture Trustee for New Century Home Equity Loan Trust 2003-6 bnicholas@kmlawgroup.com
Charles Griffin Wohlrab	on behalf of Creditor The Bank of New York Mellon cwohrlab@raslg.com
Christopher M. Frye	on behalf of Debtor Dennis I. Henderson Sr. chris.frye@steidl-steinberg.com, julie.steidl@steidl-steinberg.com;todd@steidl-steinberg.com;leslie.nebel@steidl-steinberg.com;cgoga@steidl-steinberg.com;r53037@notify.bestcase.com;rlager@steidl-steinberg.com;kmeyers@steidl-steinberg.com
Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
Ronda J. Winnecour	cmecf@chapter13trusteewdpa.com

District/off: 0315-1

User: nsha

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Stephen Russell Franks

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION amps@manleydeas.com

TOTAL: 6